

911617

LEASE

THIS INDENTURE, made this 7th day of March, 1960, between PHILLIPS PIPE LINE COMPANY, a Delaware corporation having an operating office in Bartlesville, Oklahoma, Party of the First Part, hereinafter called Lessor, and ROGERS CARTAGE COMPANY, an Illinois corporation having an operating office in Chicago, Illinois, Party of the Second Part, hereinafter called Lessee, WITNESSETH:

1. In consideration of the rent hereinafter reserved and Lessee's covenants hereinafter contained, Lessor hereby demises and leases unto Lessee those certain premises situated in St. Clair County, State of Illinois, described as follows:

A tract of land containing 5.0 acres, more or less, located in the village of Cahokia, St. Clair County, Illinois, and being part of a parcel of land known as parcel "A" conveyed to Phillips Pipe Line Company by Frederick Fitzman and Charles E. Richardson, trustees, by deed dated August 15, 1930, recorded in Volume 760, page 426 of the Deed Records of St. Clair County, Illinois, which five-acre tract of land is more particularly described as follows:

Beginning at a point in the Southerly line of Parcel "A" S 42°-14'-45" E 1716' from the Southwestern corner thereof;

Thence with the Southerly line of said Parcel "A" S 42°-14'-45" E 472';

Thence N 47°-45'-15" E 314.5' to a point in the Southerly line of a pipe lane;

Thence with the Southerly line of said pipe lane N 30°-20'-45" W 708.8' to a point at which the said pipe lane turns northward;

Thence with the Southerly extension of the Westerly line of said pipe lane S 22°-04'-15" W 511.2' to the point of beginning.

To have and to hold the said premises for and during the term of ten (10) years beginning on May 1, 1960, and ending on April 30, 1970.

Yielding and paying therefor rent at the rate of one hundred dollars (\$100.00) per month payable monthly in advance on the first day of each and every month of said term, said rent being payable at the office of

Lessor at Bartlesville, Oklahoma.

2. Lessee covenants with Lessor as follows:

(a) Lessee shall pay to Lessor the reserved rent at the times and in the manner aforesaid.

PLM 378
D. M. A. 101

(b) Lessee shall, at its own cost and expense, erect and maintain upon the premises hereby leased a garage building and office, and shall indemnify and hold Lessor harmless against and from all mechanics' and materialmen's liens and other liens which may arise or be created in or about the erection and maintenance of said buildings; and upon the expiration or termination of this lease for any cause, Lessee shall immediately remove said buildings from the premises hereby leased and fill all holes and remove all debris and restore said premises to the same condition as they were just before said buildings were erected.

(c) Lessee shall bear, pay and discharge all taxes, assessments and burdens whatsoever assessed, charged or imposed by federal, state, city, village or any other public authority upon the buildings and improvements erected on said premises by Lessee (it being understood and agreed that Lessor shall pay ad valorem taxes on the land exclusive of improvements).

(d) Lessee shall use the premises hereby leased solely as a site for its garage building and office and for no other purpose.

(e) Lessee shall not permit the leased premises or any improvements thereon to become at any time subject to any lien, charge or encumbrance whatsoever and shall keep Lessor indemnified against all such liens, charges and encumbrances.

(f) Lessee shall not assign this lease nor sublet the premises or any portion thereof without the prior written consent of Lessor.

(g) Lessee shall keep its garage building and office and all other property of Lessee on the leased premises insured against loss or damage by fire and extended coverage for their full insurable value in reputable stock insurance companies; and such insurance policies shall contain clauses prohibiting any right of subrogation by the insurance company against Lessor.

(h) It is recognized by Lessee that Lessor is operating and will continue to operate a petroleum products pipe line terminal adjacent to the premises hereby leased and, therefore, Lessee hereby assumes all risks in

the premises hereby leased and, therefore, Lessee hereby assumes all risks in that connection and hereby releases and forever discharges lessor of and from all loss, damage or injury of any kind or character to property or personnel of Lessee arising in any manner from the operations by lessor of its said petroleum products pipe line terminal.

(i) Lessee shall permit Lessor and its duly authorized employees at all reasonable times to enter upon the leased premises to view the condition of the premises and improvements thereon.

(j) Lessee shall not make or suffer any use or occupancy of the leased premises contrary to any law or ordinance now or hereafter enforced.

(k) Lessee shall, at the expiration or termination of this lease, yield up the leased premises to lessor in condition in accordance with the covenants hereinabove contained.

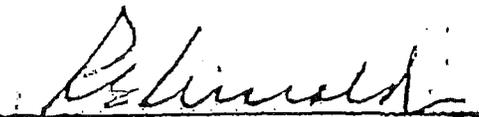
3. Lessor covenants with Lessee that said Lessee, on paying the rent and performing the covenants on its part, shall and may peaceably and quietly have, hold, and enjoy the leased premises during the term aforesaid; provided, always, and it is expressly agreed, that if the rent hereby reserved shall be unpaid for ten (10) days after becoming payable, whether formally demanded or not, or if any covenant on the part of Lessee herein contained shall not be performed or observed, then and in any of said events it shall be lawful for Lessor at any time to re-enter upon the leased premises and thereupon this lease shall absolutely terminate, but without prejudice to the right of action of Lessor in respect of any of the covenants of Lessee herein contained. No waiver by Lessor of any covenant hereunder shall be a waiver of any succeeding breach of the same covenant.

4. The covenants, stipulations and conditions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this lease as of the day and year first above written.

Attest:

PHILLIPS PIPE LINE COMPANY


Assistant Secretary

By


Vice President

PHB

Assistant Secretary

Vice President

Lessor

Attest:

ROGERS CARTAGE COMPANY

[Handwritten signature]

By *[Handwritten signature: W. E. Johnson]*

~~Assistant~~ Secretary

Vice President

Lessee

STATE OF OKLAHOMA)
) SS.
COUNTY OF WASHINGTON)

I, Kellie Meadows, a Notary Public in and for the State of Oklahoma, residing at Bartlesville, Washington County, Oklahoma, do hereby certify that J. B. Proctor, Inc., personally known to me to be the Vice President of Phillips Pipe Line Company, a Delaware corporation, and R. E. Arnold, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of April, 1960.

Kellie Meadows
Notary Public in and for the
State of Oklahoma

My commission expires:
My Commission Expires Aug. 21, 1963

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Jack H. Damon, a Notary Public in and for Cook County, Illinois, do hereby certify that W E Johnson, personally known to me to be the Vice President of Rogers Cartage Company, an Illinois corporation, and John E. Peterson, personally known to me to be the ~~Assistant~~ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and ~~Assistant~~ Secretary, they signed and delivered the said instrument as Vice President and ~~Assistant~~ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of March, 1960.

Jack H. Damon
Notary Public, Cook County, Illinois

My commission expires:
April 8 1962

U.S. ENVIRONMENTAL
PROTECTION AGENCY
OFFICE OF REGIONAL
COUNCILS
EPA-100

PG. No.

UNITS

TYPE OF BLDG. SHED

INDUSTRIAL NUMBER

PLAT

PARCEL

GE 1950 EST.

CONDITION POOR

BASEMENT NONE

Excavation Depth _____
 Size _____
 Floor-Kind _____
 Ceiling-Kind, Hgt. _____
 Partitions-Kind, Hgt. _____
 Stairs-Kind Desc. _____

FOUNDATION NONE

Kind _____
 Thickness _____
 Height Above Grade _____
 Depth Below Grade _____

EXTERIOR WALLS

Kind-Describe CORR. METAL
 Thickness 2" X 4" STUDS 2' 0"
 Height 0'
 Paint _____

INTERIOR WALL FINISH—Kind-Desc. NONE

Height _____ Paint _____

WINDOWS—Kind	Number	Size	Sash	Sill
<u>NONE</u>				
<u>DOORS—Kind</u>	<u>Number</u>	<u>Size</u>	<u>How Hung</u>	<u>Sill</u>
<u>NONE</u>	<u>2</u>	<u>3X7</u>	<u>OPENING</u>	<u>C</u>
<u>PARTITION DOOR</u>	<u>Number</u>	<u>Size</u>	<u>How Hung</u>	<u>Sill</u>
<u>NONE</u>				
STRUCTURAL STEEL	Kind	Size	Lin. Ft.	Weight
PLATE STEEL	Thickness	Sq. Ft.	Weight	
ROUGH TIMBERS	Size	Lin. Ft.		

FLOOR—Kind-Desc. DIRT

Beams _____
 Cols. _____
 Footings _____

ROOF—Kind-Desc. FLAT CORR. METAL

Rafter Size 2" X 4 2' 0"
 Roofing _____
 Pitch _____
 Trusses _____
 Beams _____
 Cols. _____
 Footings _____

CEILING—Kind-Desc. NONE

Joist Size _____
 Paint _____
 Height _____

PARTITIONS—Kind-Desc. NONE

Windows _____
 Height _____ Paint _____

PLUMBING—TOILETS NONE

Basins _____
 Urinals _____
 Showers _____
 Fountains _____
 Others—Desc. _____
 Water & Sewer _____

HEAT—STEAM NONE

Hot Water _____
 Hot Air _____
 Stove _____
 Other-Desc. _____

LIGHTS—ELECTRIC

Other-Desc. _____

STAIRS	Kind	Lin. Ft.	Size
COPING	Kind	Lin. Ft.	Size
GUTTERS	Kind	Lin. Ft.	Size
DOWN SPOUTS	Kind	Lin. Ft.	

MONITOR—Kind-Desc. _____

Size _____
 Height _____
 Windows _____

SKY LIGHT Describe _____

TANKS—Steel	Fudtn.	Diam.	Thickness	Lining	Gallons	
TANKS—Wood	Fudtn.	Diam.	Kind of Staves	Thickness	Lining	Gallons
			Staves	Bands		

Sprinkler System _____

Elevators—Passenger Floors _____

Elevators—Freight Floors _____

Fire Escape _____

Cooling System _____

De Humidifiers _____

Insulation _____

Paving _____

Slabs _____

Docks _____

Platforms _____

Vaults & Vault Doors—Desc. _____

Lock Boxes _____

Fences _____

Cornice _____

Bowling Alley _____

Smoke Stacks & Fudtn. _____

Canopy _____

Notes

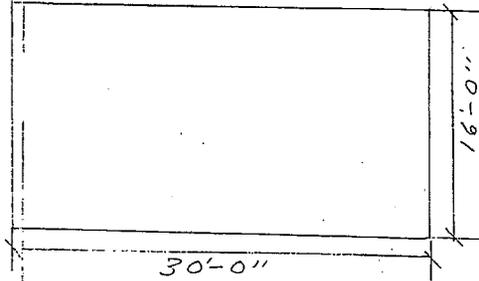
220
CA No. 92-63-GPM

RC 1651

NAME: ROGERS CARTAGE CO.
ADDRESS 3301 REDHOUSE ROAD
EGAL CENTERVILLE TWP.

BLDG. NUMBER
TYPE OF BLDG. SHED.

UNIT

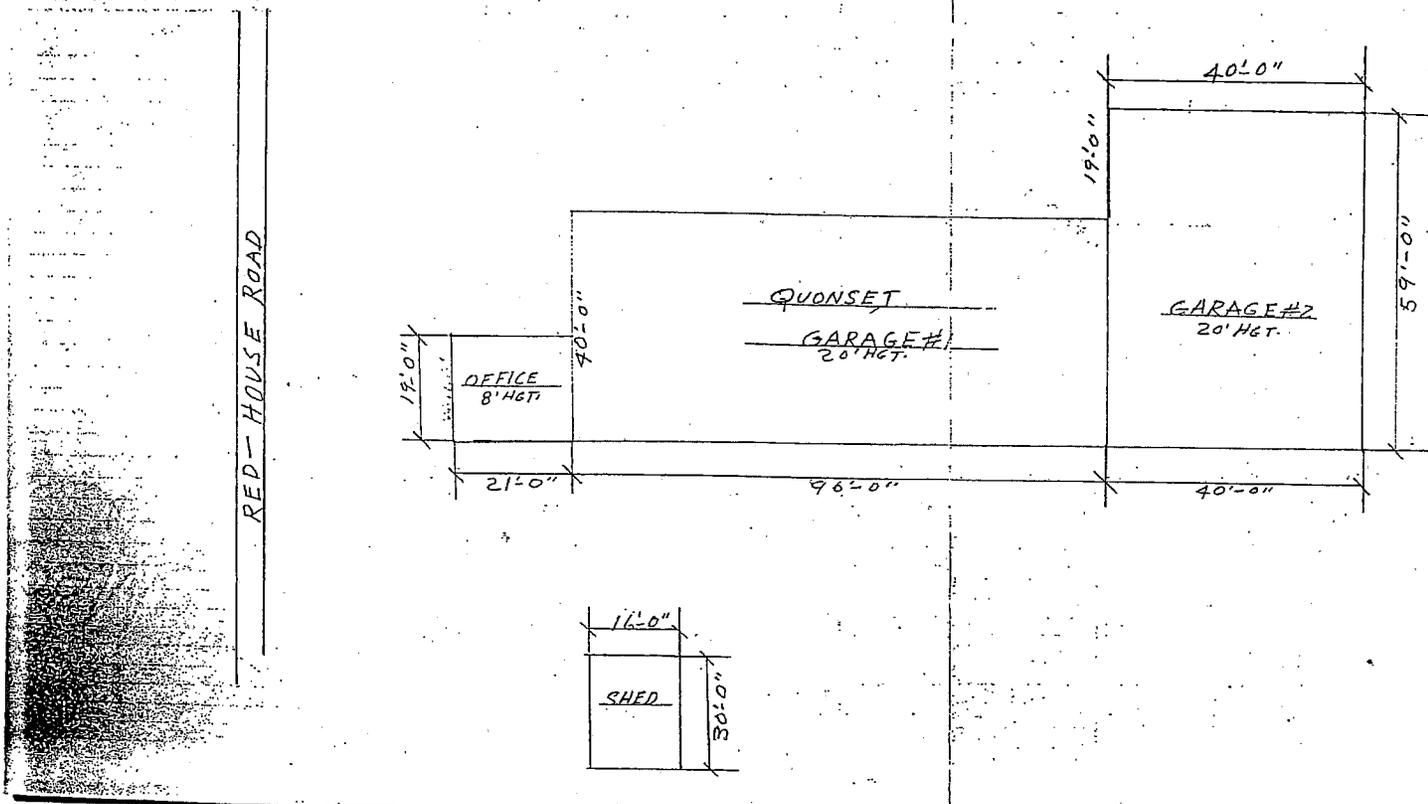


SQ. FT. AREA. 480

RC 1650

NAME: ROGERS, CARTAGE CO.
 ADDRESS: 3301 REDHOUSE ROAD
 TOWNSHIP: CENTERVILLE TWP.

BLDG. NUMBER: _____
 TYPE OF BLDG.: GARAGE & OFFICE
 UNIT: PLOT-PLAN



SQ. FT. AREA		
OFFICE	399	\$ 1,160.00
GARAGE #1	3,840	\$ 12,236.00
GARAGE #2	3,360	\$ 10,844.00
SHED	480	\$ 1,480.00
		18,720.00

GADSELL-HENDRICKS
 9-1-65 RC 1670

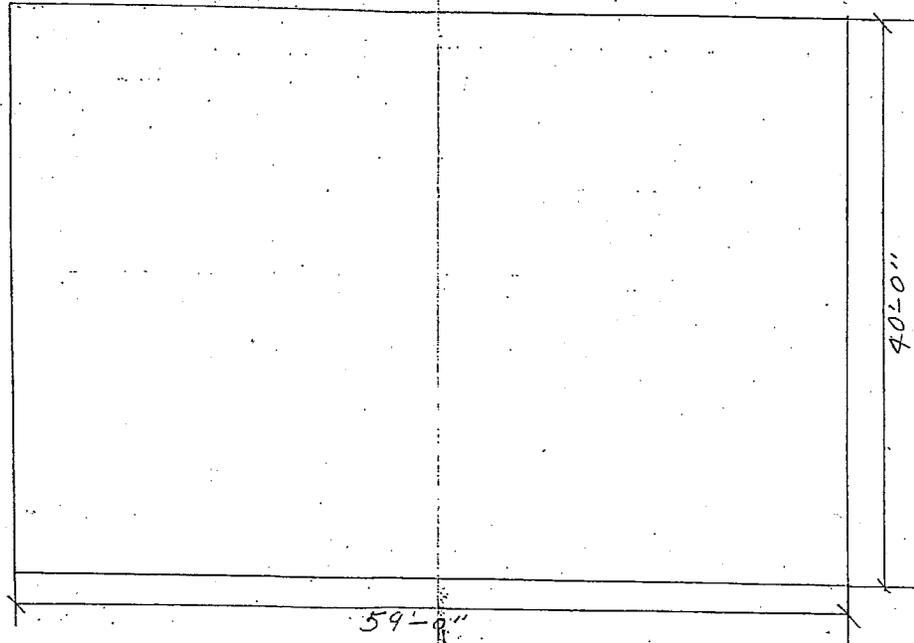
NAME ROGERS CARTAGE CO.
ADDRESS 3201 REDHOUSE ROAD
EGAL CENTERVILLE TWP.

BLDG. NUMBER

UNIT

TYPE OF BLDG.

GARAGE #2



59 FT. AREA 2360

RC 1671

USTRIAL_07678

D.C. No.

UNITS

TYPE OF BLDG. GARAGE #2

GE 7950 EST.

CONDITION FAIR

BASEMENT NONE

Excavation Depth
Size
Floor-Kind
Ceiling-Kind, Hgt.
Partitions-Kind, Hgt.
Stairs-Kind Desc.

FOUNDATION

Kind REINFC. CONC.
Thickness 10"
Height Above Grade 2'
Depth Below Grade 2'

EXTERIOR WALLS

Kind-Describe 12" LEXTOX 2"x4"x8"
Thickness 2" OC
Height 20'
Paint

INTERIOR WALL FINISH-Kind-Desc. NONE

Height Paint

WINDOWS-Kind	Number	Size	Sash	Sill
NONE				

DOORS-Kind	Number	Size	How Hung	Sill
WOOD PANEL	1	3x7	HINGE	CONC.
WOOD OVH.	4	12'x12'	TRACK	11'

PARTITION DOOR	Number	Size	How Hung	Sill
NONE				

STRUCTURAL STEEL	Kind	Size	Lin. Ft.	Weight

PLATE STEEL	Thickness	Sq. Ft.	Weight

ROUGH TIMBERS	Size	Lin. Ft.

FLOOR-Kind-Desc. 8" REINFC. CONC.

Beams
Cols.
Footings

ROOF-Kind-Desc. GABLE

Rafter Size
Roofing
Pitch 6'
Trusses WOOD 4' OC
Beams
Cols.
Footings

CEILING-Kind-Desc. NONE

Joist Size
Paint
Height

PARTITIONS-Kind-Desc. NONE

Windows
Height Paint

PLUMBING-TOILETS NONE

Basins
Urinals
Showers
Fountains
Others-Desc.
Water & Sewer

HEAT-STEAM

Hot Water
Hot Air
Stove
Other-Desc.

LIGHTS-ELECTRIC

Other-Desc.

STAIRS	Kind	Lin. Ft.	Size

COPING	Kind	Lin. Ft.	Size

GUTTERS	Kind	Lin. Ft.	Size

DOWN SPOUTS

MONITOR-Kind-Desc.

Size
Height
Windows

SKY LIGHT Describe

TANKS-Steel Fndtn. Diam. Thickness Lining Gallons

TANKS-Wood Fndtn. Diam. Kind of Staves Thickness Lining Gallons

Staves Bands

Sprinkler System Notes

Elevators-Passenger Floors

Elevators-Freight Floors

Fire Escape

Cooling System

De Humidifiers

Insulation

Paving

Slabs

Docks

Platforms

Vaults & Vault Doors-Desc.

Lock Boxes

Fences

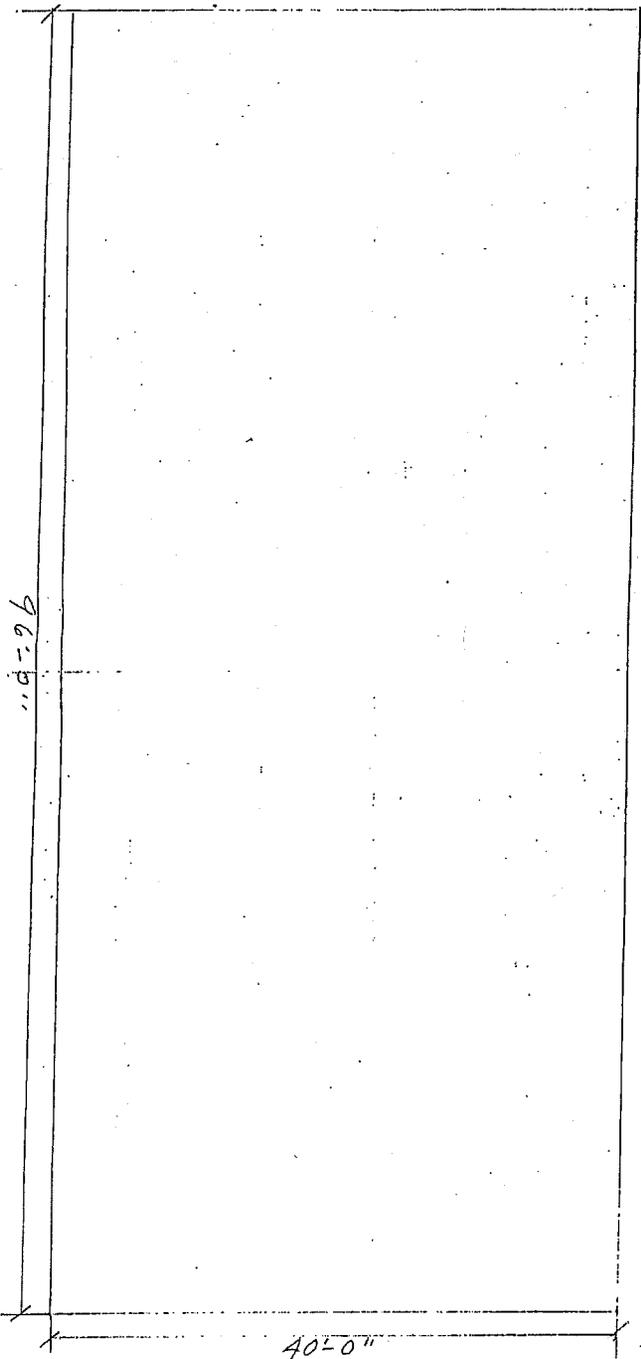
Cornice

Bowling Alley

Smoke Stacks & Fndtn.

Canopy

NAME: ROGERS CARTAGE CO.
ADDRESS: 3301 REDHOUSE ROAD
LOCAL: CENTERVILLE TWP.
BLDG. NUMBER: _____
TYPE OF BLDG.: GARAGE #1
UNIT: QUONSET



SQ. FT. AREA 3840

RC 1673

USTRIAL_07680

INDUSTRIAL NUMBER

FLAT

PARCEL

L.D.G. No.

UNITS

TYPE OF BLDG. QUONSET

AGE 1950 EST.

CONDITION FAIR

BASEMENT NONE

Excavation Depth
Size
Floor-Kind
Ceiling-Kind, Hgt.
Partitions-Kind, Hgt.
Stairs-Kind Desc.

FOUNDATION

Kind REIN. CONC.
Thickness 10"
Height Above Grade 3'
Depth Below Grade 2'

EXTERIOR WALLS

Kind-Describe CORR. METAL
Thickness
Height 20'
Paint

INTERIOR WALL FINISH-Kind-Desc. NONE

Height
Paint

Table with columns: WINDOWS-Kind, Number, Size, Sash, Sill. Entry: PAN-GLASS, 10, 4x3, STEEL, STEEL.

Table with columns: DOORS-Kind, Number, Size, How Hung, Sill. Entry: 1 DOOR OVH, 2, 12'x12', TRACK, CONC.

Table with columns: PARTITION DOOR, Number, Size, How Hung, Sill. Entry: NONE.

Table with columns: STRUCTURAL STEEL, Kind, Size, Lin. Ft., Weight.

Table with columns: PLATE STEEL, Thickness, Sq. Ft., Weight.

Table with columns: ROUGH TIMBERS, Size, Lin. Ft., Weight.

FLOOR-Kind-Desc. 8" REIN. CONC. EST.

Beams
Cols.
Footings

ROOF-Kind-Desc. METAL

Rafter Size
Roofing
Pitch
Trusses
Beams
Cols.
Footings

CEILING-Kind-Desc. NONE

Joist Size
Paint
Height

PARTITIONS-Kind-Desc. NONE

Windows
Height
Paint

PLUMBING-TOILETS 1

Basins
Urinals
Showers
Fountains
Others-Desc.
Water & Sewer

HEAT-STEAM

Hot Water
Hot Air
Stove
Other-Desc.

LIGHTS-ELECTRIC

Other-Desc.

Table with columns: STAIRS, Kind, Lin. Ft., Size.

Table with columns: COPING, Kind, Lin. Ft., Size.

Table with columns: GUTTERS, Kind, Lin. Ft., Size.

DOWN SPOUTS

MONITOR Kind-Desc.

Size
Height
Windows

SKY LIGHT

Describe

Table with columns: TANKS-Steel, Fndtn., Diam., Thickness, Lining, Gallons.

Table with columns: TANKS-Wood, Fndtn., Diam., Kind of Staves, Thickness, Lining, Gallons.

Sprinkler System

Elevators-Passenger Floors

Elevators-Freight Floors

Fire Escape

Cooling System

De Humidifiers

Insulation

Paving

Slabs

Docks

Platforms

Vaults & Vault Doors-Desc.

Lock Boxes

Fences

Cornice

Bowling Alley

Smoke Stacks & Fndtn.

Canopy

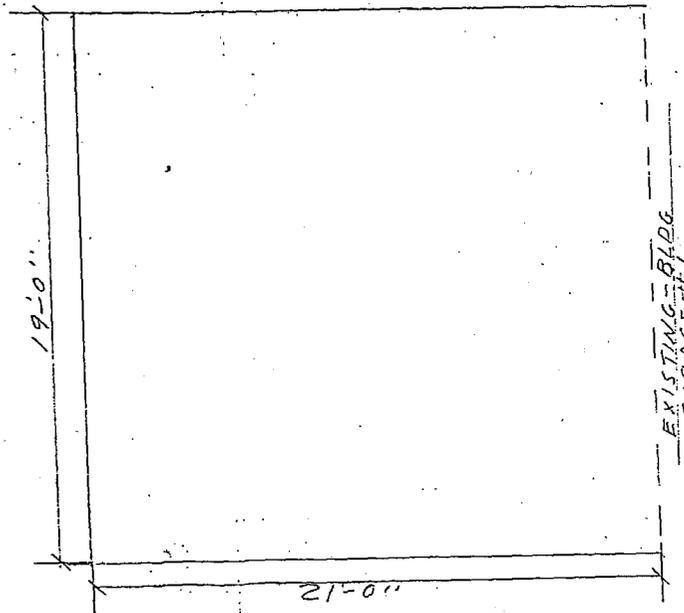
RC 1674

ROGERS CARTAGE CO.
ADDRESS 3301 RED-HOUSE ROAD
EGAL CENTERVILLE TWP

BLDG. NUMBER

UNIT

TYPE OF BLDG. OFFICE



SQ. FT. AREA 399

GADILL-HENDRICKS

9-1-65

RC 1675

NO.

UNITS

TYPE OF BLDG. OFFICE

PLAT

PARCEL

1960 EST

CONDITION FAIR

BASEMENT NONE

Excavation Depth _____
 Size _____
 Floor-Kind _____
 Ceiling-Kind, Hgt. _____
 Partitions-Kind, Hgt. _____
 Stairs-Kind Desc. _____

FOUNDATION _____
 Kind CONG.
 Thickness 8"
 Height Above Grade 0"
 Depth Below Grade 2'

EXTERIOR WALLS _____
 Kind-Describe CORR. IRON
 Thickness 2"x4" STUDS 2" OC
 Height 8'
 Paint _____

INTERIOR WALL FINISH Kind-Desc. PLASTER BOARD
 Height 7' Paint _____

WINDOWS—Kind	Number	Size	Sash	Sill
PLAIN GLASS	3	3'x2'	WOOD	METAL
DOORS—Kind	Number	Size	How Hung	Sill
WOOD PANEL	1	3'x7'	HINGE	CONC.
PARTITION DOOR	Number	Size	How Hung	Sill
NONE				
STRUCTURAL STEEL	Kind	Size	Lin. Ft.	Weight
PLATE STEEL	Thickness	Sq. Ft.	Weight	
ROUGH TIMBERS	Size	Lin. Ft.		

FLOOR—Kind-Desc. 4" REINF. CONG.

Beams _____
 Cols. _____
 Footings _____

ROOF—Kind-Desc. GARLE

Rafter Size 2"x4" 2' OC
 Roofing CORR. METAL
 Pitch 2'
 Trusses _____
 Beams _____
 Cols. _____
 Footings _____

CEILING—Kind-Desc. PLASTER BOARD

Joint Size 2"x4" 2' OC
 Paint _____
 Height 7'

PARTITIONS—Kind-Desc. NONE

Windows _____
 Height _____ Paint _____

PLUMBING—TOILETS -1

Basins _____
 Urinals _____
 Showers _____
 Fountains _____
 Others—Desc. _____
 Water & Sewer _____

HEAT—STEAM

Hot Water _____
 Hot Air _____
 Stove _____
 Other—Desc. _____

LIGHTS—ELECTRIC ✓

Other—Desc. _____

STAIRS	Kind	Lin. Ft.	Size
COPING	Kind	Lin. Ft.	Size
GUTTERS	Kind	Lin. Ft.	Size
DOWN SPOUTS			

MONITOR—Kind-Desc. _____
 Size _____
 Height _____
 Windows _____

SKY LIGHT Describe _____

TANKS—Steel	Fndtn.	Diam.	Thickness	Lining	Gallons	
TANKS—Wood	Fndtn.	Diam.	Kind of Staves	Thickness	Lining	Gallons
			Staves	Bands		

Sprinkler System _____ Notes _____

Elevators—Passenger Floors _____

Elevators—Freight Floors _____

Fire Escape _____

Cooling System _____

De Humidifiers _____

Insulation _____

Paving _____

Slabs _____

Docks _____

Platforms _____

Vaults & Vault Doors—Desc. _____

Lock Boxes _____

Fences _____

Cornice _____

Bowling Alley _____

Smoke Stacks & Fndtn. _____

Canopy _____

RC 1676

